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ADDENDUM

RECEIVED APR 17 2002

This Addendum is entered into by and between:

MANATRON, INC.
Hereinafter the "Company"
4625 West 86th Street, Suite 800
Indianapolis, Indiana 46268

And

MARTIN COUNTY, INDIANA
Hereinafter the "Customer"
Courthouse
Shoals, Indiana 47581

This Addendum will confirm your request to purchase the following Equipment, System Software, and Services at the prices indicated below. This will be an Addendum to your existing Agreement #IN2001.010, and all the terms and conditions of that Agreement will pertain.

I. PAYMENT

The Company shall invoice 25% of the equipment and/or software amount on Agreement execution, 60% on shipment and 15% on Acceptance, except for those instances in which the total hardware and/or software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation. Services shall be invoiced as provided, except for maintenance and support services which shall be invoiced annually, in advance, commencing on the first of the month next following installation. Unless Customer notifies Company that it rejects the hardware and/or software as non-conforming, hardware and/or software shall be deemed to be accepted by Customer thirty (30) days after installation.

Customer agrees to pay Company within thirty (30) days of receipt of an invoice. Customer agrees to pay a late payment charge at the rate of one and one-half percent (1 1/2 %) per month, or at the maximum late payment charge permitted by applicable law, whichever is greater, on any unpaid amount for each calendar month, or fraction thereof, that such payment is unpaid. Additionally, in the event payment is not received within 90 days of receipt of an invoice, Company reserves the right to repossess the hardware and/or software delivered and to discontinue all services under this Agreement

II. EQUIPMENT

Description	Qty	Price	Monthly Service Price
Power Edge 4600 1.8Ghz/512K Xeon, 2 nd Processor 2GB DDSDRA Memory, 1.8Ghz/512K, 15" Monitor, HDD (6) 18GB, NIC, 24x CD ROM, 40/80GB Tape Backup, 3yr Warranty	1		(a)
UPS 1400	1		(c)
Optiplex GX240 Pentium 4, 1.8GHZ, 256 cache, Minitower, 256mb memory, 19" Monitor, 40gb hard drive, Win 2000, NIC, 48x CDRom, MS Office Small Business, Speakers	15		(b)
US Robotics Modem	1		(c)
Modem Cable	1		(c)
HP 64mb Memory Board	4		(d)
HP Laserjet 8150DN	4		(a)
HP Warranty Uplift	4		N/A
HP 500 Sheet Paper Tray	1		(c)
Metrologic Scanner MS951	2		(c)
Matrix Cable for Switch	1		\$35.00 (e)
SSII Switch 3300 24pt	1		(c)
Eltron Validation Printer	1		(c)
Eltron Clear Labels	1		(c)
Eltron Thermal Ribbon	1		(c)
Eltron Sensor & Peeler	1		(c)
Eltron Printer Cable	1		(c)
Eltron Power Supply	2		(c)
Epson Validation Printer	2		(c)
Epson Ribbons	2		(c)
Total Equipment (Warranty/Maintenance)		\$60,767.00	\$35.00

(a) Has a three (3) year warranty; service includes same day, on site, four hour response, warranty support provided five days/week, nine hours/day.

(b) Has a three (3) year warranty; service includes next day, on site warranty support provided five days/week, nine hours/day.

(c) Has Manufacture warranty only.

(d) Assumes the same warranty as the printer in which it is installed.

(e) Has next day on-site maintenance support, provided five days/week, nine hours/day.

III. OPERATING SYSTEM SOFTWARE

Description	Users	Price	Monthly Service Price
Microsoft Windows 2000 with 15 client	1		
Backup Exec	1		
PCAnywhere (host & remote)	1		
PCAnywhere (host only)	4		
Uniface Single User	1		
Microsoft SQL Server with 15 client	1		
Crystal Reports (runtime)	11		
Image Management - Scanning	1		
Image Management - Non-Scanning	3		
TCPIP	1		
ESRI Arc view 8.1	1		
Total Operating System Software		\$11,841.00	*

*Included on contract IN2001.010

IV. MISCELANOUS SERVICES

Description	Price
Equipment Installation/Set Up	
System Software Installation	
Network/Cabling	
Total Miscellaneous Services	\$12,430.00

- If server is to be installed in current location and then deinstalled and relocated to the new courthouse a fee of \$1,500.00 will be charged in addition to the above quoted pricing.

V. IMPLEMENTATION SERVICES

Company shall provide the implementation services listed on the above table, which may include such activities as (i) pre-installation/staging of the equipment and software at a Company office to insure proper operation, (ii) onsite configuration/system customization/installation services which include the services to properly install, set-up and configure the equipment and software at Customer's location, (iii) cabling services which include all parts and labor necessary to install the number of "drops" identified on the above table (a "drop" is required for each file server, workstation and print server), (iv) project management/consulting services, and (v) supplies which include an initial supply of backup tapes, tape cleaner, printer ribbons and stock paper. Any additional services requested by Customer, and agreed to by Company, shall be provided at Company's then current time, material and travel rates. For further explanation of rates see original Agreement #JS120100DJA3016R.

SUMMARY**I.**

ONE-TIME COSTS	
EQUIPMENT	\$60,767.00
SYSTEM SOFTWARE	\$11,841.00
MISCELANOUS SERVICES	\$12,430.00
HARDWARE ALLOWANCE	-\$8,000.00
TOTAL ONE-TIME COSTS	\$77,038.00

MONTHLY COSTS	
EQUIPMENT MAINTENANCE	
MONTHLY COSTS	\$35.00

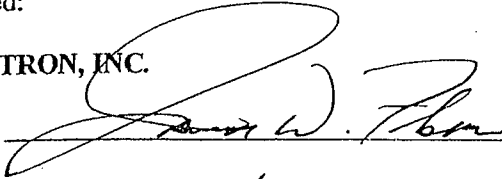
AGREEMENT ACCEPTANCE

MANATRON, INC. and Customer, by signature below, acknowledge that they have read this Addendum, understand it and agree to all its terms and conditions.

Accepted:

MANATRON, INC.

By



Title

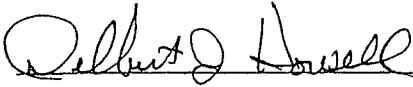
Exec Vice Pres

Date

4-10-2002

Accepted: MARTIN COUNTY, IN


By



Title

Rec Commissioner


By



Title

Martin Co. Commisioner

By



Title

Commissioner

Date

03/19/02

Attest:

